LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND **ADMINISTRATIVE ORDER NO. 17-04**

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

CASE NO.

	CHAPTER 13	
	UDGE	
Debtor		
and	PLAN SUMN	<u>IARY</u>
	For informational p	urposes only.
S.S.#	ACP: _60 Months Minimum Plan Length: _60 M Plan payment: \$_130.00 per M	onth
Dahtar(s)	Minimum dividend to Class 9 C Percentage of Tax Refunds com	
/	referringe of Tax Refunds com	IIIII.eu
L		
[X] Original CHAPTER 13 I OR [NOTICES TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THIS BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDER	firmation Modification # S PLAN. THIS PLAN MAY B NG UNLESS A TIMELY WR	ITTEN OBJECTION IS
Debtors must check one box on each line to state whether or not t		
A. Nonstandard Provisions set out in Section IV. Under Federal I of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approv form for a Chapter 13 Plan in the Eastern District of Michigan	ed	□ Not included
B. A limit on the amount of a secured claim based on a valuation the collateral for the claim.	of Included	☐ Not included
C. Avoidance of a security interest or lien.	☐ Included	■ Not included
• IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF I	BOTH BOXES ARE CHECKI	ED, THE PROVISION IS

THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL STANDARD PROVISIONS WHICH MAY BE FOUND AT WWW.13EDM.COM or WWW.MIEB.USCOURTS.GOV OR FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

ANY "NONSTANDARD PROVISION" THAT IS NOT SPECIFICALLY IDENTIFIED IN SECTION IV IS VOID.

II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND **ELIGIBILITY FOR DISCHARGE:**

IF THIS SECTION I INDICATES THAT THIS PLAN DOES NOT INCLUDE ANY "NONSTANDARD PROVISIONS", ANY "NONSTANDARD PROVISIONS" IN THIS PLAN (INCLUDING ANY OTHERWISE

A. Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

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IN RE:

Levah Elaine Jefferson

VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.

SPECIFICALLY LISTED IN SECTION IV) ARE VOID.

□ Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be months from the date of entry of the Order Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

- **B.** Debtor's plan payment amount is \$30.00 per week.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.

FOR CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

- 1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
- 2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I does not include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
- Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.

FOR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

- 1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
- Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I does not include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
- 3. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.

FOR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

- 1. Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
- 2. Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I does not include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
- □ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.
 - **D.** \square If the box to the immediate left is "checked", the debtor acknowledges that debtor **is not** eligible for a discharge pursuant to 11 USC §1328.
 - ☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor is not eligible for a discharge pursuant to 11 USC §1328.

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- E. \square If the box to the immediate left is "checked", the debtor or joint debtor is self-employed AND incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
 - A. Class One TRUSTEE FEES as determined by statute.
 - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
 - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
 - In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$_3,500.00 for services rendered plus \$ 0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 3,500.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,400.00, will be paid as an Administrative Expense Claim; or
 - Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
 - 2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
 - 3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor ☐ has retained or ☐ intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
 - 4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.
 - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

Creditor	<u>Collateral</u>
Fifth Third Bank Lien Recorded 01/09/2003, Liber 37548, Page 1720 Wayne County Register of Deeds	27916 Arbor Court Romulus, MI 48174 Wayne County Premises situated in the City of Romulus, County of Wayne, State of Michigan: Lot 5, Greenview Meadow Subdivision, as recorded in Liber 92, Pages 73 and 74 of Plats, Wayne County Records.
Fifth Third Bank Recorded 07/13/2007, Liber 46483, Page 1021 Wayne County Register of Deeds	27916 Arbor Court Romulus, MI 48174 Wayne County Premises situated in the City of Romulus, County of Wayne, State of Michigan: Lot 5, Greenview Meadow Subdivision, as recorded in Liber 92, Pages 73 and 74 of Plats, Wayne County Records.

Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).

Creditor	Collateral

Creditor	<u>Collateral</u>

D. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).

Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

Creditor	Collateral	Monthly Payment	Direct or Via Trustee
US Bank Home Mortgage	27916 Arbor Court Romulus, MI 48174	796.00	Direct
	Current on Payments		

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u> <u>Collateral</u>		Monthly Payment	Direct or Via Trustee
-NONE-			

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC 81325(a)(5)(B).

_	81323(a)(3)(1	D).				
	Creditor/Collateral	Indicate if "crammed" *** or modified	Interest rate (Present <u>Value Rate</u>)	Total to be paid Including Interest	Monthly Payment	Direct or Via Trustee
	-NONE-/					

^{***} See debtor's Schedule A/B for more information about values.

Class 5.2. Secured Claims not excluded from 11 USC §506 not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

Creditor/Collateral	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
-NONE-/					

*** See debtor's Schedule A/B for more information about values.

Class 5.3. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if " <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	Direct or Via Trustee
-NONE-/					

Class 5.4. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

Creditor/Collateral	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly_ Payment	Direct or Via Trustee
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

Creditor Name	Description of Collateral		
-NONE-			

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).

Class 6.1. Continuing Lease/Contract Payments:

		Monthly	Lease/Contract	Direct or Via
Creditor	<u>Property</u>	<u>Payment</u>	expiration date	<u>Trustee</u>
Chrysler Capital	2016 Jeep Patriot	228.00	Opened 3/31/16	Direct
	*Current on Payments		Last Active	
			8/26/18	

Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	<u>Property</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	<u>Property</u>
-NONE-	

G. CLASS SEVEN – PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

Creditor	Monthly Payment	Direct or Via Trustee
-NONE-		

Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

					Estin	nated Average	
	Creditor		Arrears Amour	<u>nt</u>	Mon	thly Payment	Direct or Via Trustee
-NONE							
	Class 7.3. All Other	Priority Unsecured C	laims [11 U.S.C	C. §1322(a))(2)]		
	Credito	<u>or</u>	Amo	<u>ount</u>		<u>Dire</u>	ect or Via Trustee
-NONE							
Н.		EPARATELY CLASS raph M of the Additiona					
	<u>Creditor</u>	Amoun	t	Interest 1	Rate	Reason	for Special Treatment
-NONE	-						
	This Plan shall provided that is not less that is not les	provide a total sum for chan the Amount Availal abered Property (the "Use will continue for the full to Class 9 Unsecured Commation concerning fundations or if both boxes are chest allowed claims at the rail	distribution to croble in Chapter 7 nsecured Base A la Plan Length as Creditors. See At a estimated to bolders of Class 9 cked, then the placked", creditors I	reditors ho shown on Amount"). s indicated ttachment 2 e available General U	Iding Attac This I in Pa 2, Che e for p Jusech ay the	Class 9 General Unhment 1, Liquidate Plan shall provide tragraph II.A of this payment to Class 9 the Claims equal to Unsecured Base An Class Seven, Eigen	to 100% of allowed claims. Amount. She and Nine shall receive
	A. Part V.D. shall r		CTION IS VO	ID. ON ATTOR	NEY	FEES & COSTS B	
		attorney for Debtor (or other than those set out			ed by	an attorney), cer	tify that this Plan contains no
	n P. Dunne					ine Jefferson	
Attorne 29777	P. Dunne P-71177 y for Debtor Felegraph Road, Suit eld, MI 48034	e 1630		Leyah E Debtor	Iaine	Jefferson	
Street A	Address eld, MI 48034-0000			Joint De	btor		

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City, State and Zip Code edmi@arddun.com

E-Mail Address (248) 557-7488

Phone Number

10/09/2018

Date

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE 27916 Arbor Court Romulus, MI 48174 Wayne County Premises situated in the City of Romulus, County of Wayne, State of Michigan: Lot 5, Greenview Meadow Subdivision, as recorded in Liber 92, Pages 73 and 74 of Plats, Wayne County Records.	59,200.00	106,144.00	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE (total)	59,200.00	106,144.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Entertainment center, pots/pans, dishes/flatware, household tools.	500.00	0.00	500.00	500.00	0.00
HHG/PERSONAL EFFECTS (total)	2,200.00	0.00	2,200.00	2,200.00	0.00
JEWELRY					
Costume jewelry, watch, chains, rings.	200.00	0.00	200.00	200.00	0.00
JEWELRY (total)	200.00	0.00	200.00	200.00	0.00
CASH/BANK ACCOUNTS					
Cash	18.00	0.00	18.00	18.00	0.00
CASH/BANK ACCOUNTS (total)	2,348.00	0.00	2,348.00	2,348.00	0.00
VEHICLES					

2009 Dodge Caliber 140,000 miles	1,875.00	0.00	1,875.00	1,875.00	0.00
2016 Jeep Patriot 21,000 miles TRUE LEASE, NOT PRE-PAID	0.00	0.00	0.00	0.00	0.00
VEHICLES (total)	1,875.00	0.00	1,875.00	1,875.00	0.00
OTHER (itemize)					
AllianceBernstein - Mutual Fund - AB Relative Value A	489.00	0.00	489.00	489.00	0.00
401(k): Merrill Lynch / Fiat Chrysler Automobiles	99,160.68	0.00	99,160.68	99,160.68	0.00
TIAA Nuveen - 529 Qualified State Tuition Plan. For benefit of Daughter	1,337.66	0.00	1,337.66	1,337.66	0.00
Employer - Health and Disabilty Insurance. Beneficiary: Debtor	0.00	0.00	0.00	0.00	0.00
Employer - Term Life Insurance. Beneficiary: Daughters	0.00	0.00	0.00	0.00	0.00
First Penn Pacific - Whole Life Insurance. Beneficiary: Daughters	500.00	0.00	500.00	500.00	0.00
OTHER (total)	101,487.34	0.00	101,487.34	101,487.34	0.00
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Amount available upon liquidation	\$ 0.00
Less administrative expenses and costs	\$ 0.00
Less priority claims	\$ 0.00
Amount Available in Chapter 7	\$ 0.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	60	months	
2.	Initial Plan Payment: \$130.00 per month x 60 months = \$7,800	. 00 (subtotal		
3.	Additional Payments: \$ per=	=\$(subtotal)		
4.	Lump sums payments			 \$0.00
5.	Total to be paid into Plan (total of lines 2	through 4)		 \$7,800.00
6.	Estimated disbursements other than to Cl	ass 9 Genera	al Unsecured Creditors	
	a. Estimated Trustee Fees		\$663.00	
	b. Estimated Attorney Fees and costs thro confirmation of plan	ough	\$3,400.00	
	c. Estimated Attorney Fees and costs pos through duration of Plan	t-confirmatio	\$ 600.00	
	d. Estimated fees of other Professionals		\$0.00	
	e. Total mortgage and other continuing se payments	ecured debt	\$0.00	
	f. Total non-continuing secured debt pays (including interest)	ments	\$0.00	
	g. Total priority claims		\$0.00	
	h. Total arrearage claims		\$0.00	
7.	Total disbursements other than to Class 9 (Total of lines 6.a through 6.h)	General Un	secured Creditors	\$ 4,663.00
8.	Funds <i>estimated</i> to be available for Class (Line 5 minus Line 7)	9 General U	Insecured Creditors	\$ 3,137.00
9.	Estimated dividend to Class 9 General Un (see Liquidation Analysis on page 6)	nsecured Cre	editors in Chapter 7 proceeding	\$ 0.00

COMMENTS: